

OA# 460000057
(C53088)
06-0813

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

**FIRST AMENDMENT TO CONTRACT FOR MAINTENANCE, SUPPORT,
PROFESSIONAL AND EXPANSION SERVICES FOR AUTOMATED FUEL SYSTEMS**

THIS FIRST AMENDMENT TO CONTRACT for maintenance, support, professional and expansion services for automated fuel systems (the "First Amendment") is made by and between the **CITY OF HOUSTON, TEXAS** (the "City"), a municipal corporation and **MULTIFORCE SYSTEMS CORPORATION**, ("Contractor"), a corporation doing business in Texas.

BACKGROUND

By Ordinance No. 2001 - 810, passed and adopted by City Council on August 29, 2001, the City entered into a Contract ("Original Contract") (C#53088) with Contractor to maintain automated fuel systems provided by Contractor and to provide additional systems in the event City required such systems.

The City and Contractor now desire to amend the Original Contract to enable City to extend the term of the Original Contract so that City can continue to get maintenance on existing automated fuel systems purchased by the City and to purchase additional units. Contractor licenses its proprietary software to City to run the systems and manufactures the hardware for such systems.

For and in consideration of the mutual promises, covenants, agreements and benefits contained in this First Amendment, the City and Contractor agree as follows.

I.

Section V (A), "Contract Term" of the Original Contract is deleted in its entirety and replaced with the following:

A. Contract Term

This Agreement is effective on September 10, 2006 and remains in effect for three years unless sooner terminated under this Agreement ("Initial Terms").

Upon expiration of the Initial Term, and so long as the City makes sufficient supplemental allocations, this Agreement will be automatically renewed for two successive one year terms on the same terms and conditions. If the Director or the City chooses not to renew this Agreement, the Director shall notify Contractor of non-renewal at least 30 days before the expiration of the then current term.

II.

In the event of a conflict between the Original Contract and this First Amendment, this First Amendment shall prevail.

III.

All other terms and conditions of the Original Contract except as amended by this First Amendment shall continue in full force and effect.

Signatures

The Parties have executed this Agreement in multiple copies, each of which is an original.

ATTEST/SEAL:

By: *Theresa R. DiCicco*
Name: Theresa R. DiCicco
Title: Notary

THERESA R. DICICCO
NOTARY PUBLIC OF NEW JERSEY
MY COMM. EXPIRES APRIL 3, 2010

MULTIFORCE SYSTEMS CORPORATION

By: *Thomas M. Bates*
Name: Thomas M. Bates
Title: President

ATTEST/SEAL:

[Signature]
City Secretary

CITY OF HOUSTON, TEXAS

Signed by:

Bill White
Mayor

APPROVED:

Yolani Ortel
City Purchasing Agent

Judy Gray Johnson
Director, Finance and Administration Department

APPROVED AS TO FORM:

Mayra Ramanna
Assistant City Attorney
L.D. File No.0349500186006

COUNTERSIGNED BY:

Marissa D. Parker
City Controller *Marissa D. Parker*

DATE COUNTERSIGNED:

8-25-06